

Fifth Amendment ("Amendment"), dated 30 SEP 2003 to the Results Package Grant Agreement ("Grant Agreement"), dated September 29, 1997, between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the United States Agency for International Development ("USAID") (collectively, the "Parties") for Egypt Utilities Management.

SECTION 1. The Grant Agreement, as previously amended, is hereby further amended as follows:

A. Article 3, Section 3.1 is amended by deleting "Two Hundred Ninety Six Million Nine Hundred Forty Thousand Seven Hundred Fifty Eight U.S. Dollars (\$296,940,758)" and substituting "Three Hundred Ten Million Nine Hundred Eighty Seven Thousand Seven Hundred Thirty Five U.S. Dollars (\$310,987,735)" therefor.

B. Article 3, Section 3.2(b) is amended by deleting "the Egyptian Pounds equivalent of Seventy Nine Million Four Hundred Thousand U.S. Dollars (\$79,400,000)" and substituting "Two Hundred Seventy Seven Million Seven Hundred Sixty Thousand Egyptian Pounds (L.E.277,760,000)" therefor.

C. Article 4(a), "Completion Date" is amended by deleting "September 30, 2004" and substituting "September 30, 2006" therefor.

D. Article 7, Section 7.1 is amended by deleting "To the Grantee: Ministry of International Cooperation" and substituting

"To the Grantee: Ministry of Foreign Affairs" therefor.

E. Article 7, Section 7.2 is amended by:

1. Deleting "Minister of State for Planning and International Cooperation and/or the Administration of the Department for Economic Cooperation with U.S.A." and substituting "Minister of State for Foreign Affairs and/or the Administrator of the Department for Economic Cooperation with U.S.A., International Cooperation Sector, Ministry of Foreign Affairs" therefor.

2. Adding the following sentence after the end of the first sentence "However, the individual holding or acting in the office of the Minister of State for Foreign Affairs, by written notice, shall be entitled to designate representatives for all purposes."

F. Attachment No. 1.1, (Illustrative Financial Plan, USAID Contribution) to Annex No. 1 of the Grant Agreement, is deleted in its entirety and is replaced with Attachment No. 1.1 (Illustrative Financial Plan, USAID Contribution), attached hereto.

G. Attachment No. 1.2 (Illustrative Financial Plan, Government of Egypt (GOE) Contribution) to Annex No. 1 of the Grant Agreement, is deleted in its entirety and is replaced with Attachment No. 1.2 (Illustrative Financial Plan, Government of Egypt (GOE) Contribution), attached hereto.

SECTION 2. Language of Amendment. This Amendment is prepared in both English and Arabic. In the event of ambiguity or conflict between the two versions, the English language version will prevail.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

SECTION 4. Ratification. The Grantee will take all necessary action to complete all legal procedures necessary to ratification of this Amendment and will notify USAID as promptly as possible of the fact of such ratification.

SECTION 5. Effectiveness. This Amendment shall enter into force when signed by both Parties hereto.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY :

NAME : Fayza Aboulnaga

TITLE: Minister of State for Foreign Affairs

BY :

NAME : Mohamed Tawfik

TITLE: Director, Cabinet of the Minister of State for Foreign Affairs

UNITED STATES OF AMERICA

BY :

NAME : C. David Welch

TITLE: Ambassador

BY :

NAME : Kenneth C. Ellis

TITLE: Director, USAID/Egypt

Implementing Organizations

In acknowledgement of the foregoing Agreement, the following representatives of the implementing organizations have subscribed their names:

MINISTRY OF HOUSING, PUBLIC UTILITIES
AND URBAN COMMUNITIES

BY :

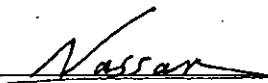


NAME : Dr. Mohamed Ibrahim Solaiman

TITLE: Minister

GOVERNORATE OF FAYOUM

BY :

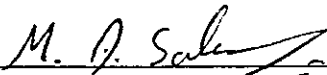


NAME : Eng. Saad Nassar

TITLE: Governor of Fayoum

GOVERNORATE OF ALEXANDRIA

BY :



NAME : Mr. Mohamed Abdel Salam El Mahgoub

TITLE: Governor of Alexandria

GOVERNORATE OF BENI SUEF

BY : S. Elnaggar
NAME : Eng. Said M. El Naggar
TITLE: Governor of Beni Suef

GOVERNORATE OF MINIA

BY : H. Hemaida
NAME : General Hassan Hemeda
TITLE: Governor of Minia

Fayoum Economic General Authority
for Potable Water and Sanitary Drainage

BY : M. Massoud
NAME : Engineer Mahmoud Masoud
TITLE: Chairman

Alexandria Water General Authority

BY : Nadia Abdou. 2.11.2003
NAME : Engineer Nadia Abdou
TITLE: Chairperson


Beni Suef Economic General Authority
for Potable Water and Sanitary Drainage

BY : 

NAME : Engineer Taha Mohamed Shehata

TITLE: Chairman

Minia Economic General Authority
for Potable Water and Sanitary Drainage

BY : 

NAME : Engineer Mahmoud Abou Zeid Hussein

TITLE: Chairman

Egypt Utilities Management
Illustrative Financial Plan
USAID Contribution (US\$)

Component	USAID Contribution				
	Previous Oblig.	This Oblig.	Oblig. To-Date	Future Oblig.	Total USAID
1. Construction Program Master Plan and Special Studies Design and Const. Supervision Distribution System Rehabilitation Raw Water improvement Water/Wastewater Sys. Improvement Labs and support facilities Water/wastewater system expansion	242,640,758	13,046,977	255,687,735	4,012,265	259,700,000
2. Institutional Development Institutional Strengthening Commodities Water Meters	51,900,000	1,000,000	52,900,000	0	52,900,000
3. Audit, Evaluation, & Assessment Audit Evaluation Host Country Cont. Assessment RP Development	2,400,000	0	2,400,000	0	2,400,000
RESULTS PACKAGE TOTAL	296,940,758	14,046,977	310,987,735	4,012,265	315,000,000

Egypt Utilities Management/Middle Egypt Governorates (263-0270.01)

Illustrative Financial Plan

USAID Contribution (US \$)

Component	USAID Contribution			
	Previous Oblig.	This Oblig.	Oblig. To-Date	Future Oblig.
1. Construction Program Master Plan and Special Studies Design and Const. Supervision Distribution System Rehabilitation Raw Water improvement Water/Wastewater Sys. Improvement Labs and support facilities Water/wastewater system expansion	162,340,758	13,046,977	175,387,735	3,612,265
				179,000,000
2. Institutional Development Institutional Strengthening Commodities Water Meters	25,200,000	0	25,200,000	0
				25,200,000
3. Audit, Evaluation, & Assessment Audit Evaluation Host Country Cont. Assessment RP Development	800,000	0	800,000	0
				800,000
RESULTS PACKAGE TOTAL	188,340,758	13,046,977	201,387,735	3,612,265
				205,000,000

Egypt Utilities Management/Alexandria (263-0270.02)

Illustrative Financial Plan

USAID Contribution (US \$)

Component	USAID Contribution				
	Previous Oblig.	This Oblig.	Oblig. To-Date	Future Oblig.	Total USAID
1. Construction Program Master Plan and Special Studies Design and Const. Supervision Distribution System Rehabilitation Raw Water improvement Water Systems Improvement Labs and support facilities Water system expansion	80,300,000		80,300,000	400,000	80,700,000
2. Institutional Development Institutional Strengthening Commodities Water Meters	15,700,000	0	15,700,000	0	15,700,000
3. Audit, Evaluation, & Assessment Audit Evaluation Host Country Cont. Assessment RP Development	600,000	0	600,000	0	600,000
RESULTS PACKAGE TOTAL	96,600,000	0	96,600,000	400,000	97,000,000

Egypt Utilities Management/National-Level "Sectoral" Activities
(263-270.03)

Illustrative Financial Plan
USAID Contribution (US \$)

Component	USAID Contribution				
	Previous Oblig.	This Oblig.	Oblig. To-Date	Future Oblig.	Total USAID
1. Construction Program	0	0	0	0	0
2. Institutional Development	11,000,000	1,000,000	12,000,000	0	12,000,000
3. Audit, Evaluation, & Assessment	1,000,000	0	1,000,000	0	1,000,000
RESULTS PACKAGE TOTAL	12,000,000	1,000,000	13,000,000	0	13,000,000

Egypt Utilities Management
Illustrative Financial Plan
Government Of Egypt (GOE) Contribution (L.E. million)

Component	GOE Contribution				
	Previous Contribution*			This Amendment	Total GOE Contribution
	Cash	In-Kind	Total GOE	FT-800**	
1. Construction Program Master Plan and Special Studies Design and Const. Supervision Distribution System Rehabilitation Raw Water improvement Water/Wastewater Sys. Improvement Labs and support facilities Water/wastewater system expansion	149.60	72.08	221.68	3.60	225.28
2. Institutional Development Institutional Strengthening Commodities Water Meters	3.40	44.88	48.28	4.20	52.48
3. Audit, Evaluation, & Assessment Audit Evaluation Host Country Cont. Assessment RP Development	0.00	0.00	0.00	0.00	0.00
RESULTS PACKAGE TOTAL	153.00	116.96	269.96	7.80	277.76

* The original cash contribution was the LE equivalent of \$ 79.4 million at the exchange rate of \$1=L.E.3.4.

** The GOE contribution from the FT-800 account represents payment for employer share of social insurance.